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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA**

LAKLOEY, INC., an Alaska corporation.)
)
Plaintiff,)
)
vs.)
)
VALMONT INDUSTRIES, INC., a Delaware)
corporation,)
)
Defendant.)
_____)

COMPLAINT

Case No. 4:10-CV- _____

COMES NOW Plaintiff, Lakloey, Inc., by and through its attorney of record, The Law Offices of William R. Satterberg, Jr., and hereby complains against Defendant as follows:

1. At all times relevant to this cause, Plaintiff has been domiciled in Fairbanks, Alaska, in the State of Alaska.
2. Plaintiff has paid its corporation taxes last due and filed its biennial report last due, and is in good standing.
3. Plaintiff is a properly licensed and bonded contractor under the applicable provisions of Title 8.18.011, et seq., of the Alaska Statutes.
4. At all times relevant to this cause, the Defendant, Valmont Industries, Inc., (hereinafter "Valmont") has been a citizen of and domiciled in the State of Delaware.

5. Pursuant to 28 USC section 1391, venue is in the District of Alaska, the judicial district in which a substantial part of the events and omissions giving rise to Plaintiff's claim occurred.

6. This case is an action based upon diversity jurisdiction pursuant to 28 USC section 1332.

7. Diversity jurisdiction is present because the Defendant is a citizen of a state other than Alaska and the Plaintiff is a citizen of Alaska, and the amount in controversy exceeds \$100,000.

8. This action involves an action against the Defendant for breach of contract for the sale of goods.

9. On or about March 21, 2007, Plaintiff entered into a contract with the Defendant for the purchase of goods in the form of radio antenna towers to be delivered to Deadhorse, Alaska.

10. In conjunction with negotiations for the purchase, the Defendant represented to the Plaintiff that it was engaged in the business of manufacturing radio antenna towers, was competent in the manufacturing of radio antenna towers, and would deliver its product within the delivery time agreed upon by the parties.

11. Time of delivery of the goods was a material consideration due to the Alaska construction season.

12. On the basis of the representations made by the Defendant to the Plaintiff, the Plaintiff did, in fact, enter into a purchase agreement with the Defendant .

13. Notwithstanding the Defendant's assurances that the goods would be delivered to the Plaintiff within a stipulated delivery time, the Defendant did not deliver the product within the scheduled period of time. Pursuant to the agreement between the parties, given the time allowances

which were agreed upon, delivery of the towers should have taken place in May, 2007, but the towers were, in fact, not delivered until several months later.

14. As a consequence of the delay in delivery by the Defendant of the towers which were sold to the Plaintiff, Plaintiff suffered damages consisting of delay damages, and additional costs consequentially related to said delay in the amount of ONE HUNDRED AND SEVENTY-SIX THOUSAND AND SEVENTY-SEVEN DOLLARS, to be proven more specifically at the trial of this cause.

WHEREFORE, Plaintiff prays for its judgment against the Defendant for its compensatory damages in the amount of ONE HUNDRED AND SEVENTY-SIX THOUSAND AND SEVENTY-SEVEN DOLLARS, to be proven more specifically at the trial of this cause, and for Plaintiff's costs, interest, and attorney's fees occasioned thereby, and for any such other relief as deemed just and equitable in the premises.

Plaintiff furthermore demands trial by jury of its claim in this case.

RESPECTFULLY SUBMITTED this 8th day of November, 2010.

/s/ William R. Satterberg, Jr.
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